Seth L. Konheim 10 Lyndale Park Westport, CT 06880

Chambers of the Honorable James M. Peck Courtroom 601 One Bowling Green New York, New York 10004

Attorney of the Debtors Attn: Shai Waisman, Esq. Weil Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153

Office of the United States Trustee for the Southern district of New York

Attn: Andy Velez-Rivera, Esq, Paul Schwartzberg, Ewq, Brian Masumoto, Esq, Linda Rifkin, Esq and Tracy Hope Davis, Esq

21st Floor

22 Whitehall Street

New York, New York 10004

Milbank, Tweed, Hadley & McCloy LLP

Attn: Dennis F. Dunne, Esq, Dennis O"Donnell, Esq and Evan Fleck, Esq

1 chase Manhattan Plaza Nw York, New York 10005

December 3, 2010

Bankruptcy Court: United States Bankruptcy court Sothern District of New York

Debtor: Lehman Brothers Holdings Inc., et al., Debtors

Case No.: Chapter 11 Case No 08-13555 (JMP) (Jointly Administered)

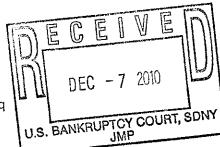
Claimant Name: Seth L Konheim 10 Lyndale Park Westport CT 06980-1228

Notice of Hearing: Debtors Sixty-Fourth Omnibus Objection to Claims (No supporting Documentation

Claims)

Dear Sirs/Madams,

I DO oppose the disallowance, expungement, reduction or reclassification of my claim as noted in the Debtors Sixty-Fourth Omnibus Objection to Claims (No supporting Documentation Claims) Claim Number 17411 filed 9/18/09.



This claim should not be disallowed, expunged, reduced or reclassified because I am now providing documentation supporting the basis for my claim.

The basis for the claim is Lehman Brothers paid employees on a total compensation basis. In this regard, I was not paid the accrued portion of my allocated bonus. Bonus was accrued in the books and records of the firm, but was not distributed. My claim is for this accrued bonus. The amount claimed is for the "Accrued Bonus" portion of my "Total Compensation".

In that regard, attached please find the following supporting documention:

- l) Compensation History for 2006 and 2007.
- "Terms and Condition of Employment for Lehman Brothers" as set forth on Lehman.com the Debtor's web site which notes the following:

The "Terms and Conditions of Employment" documentation note the following:

"Lehman Brothers is committed to attracting and retaining the best talent. To this end, the Firm pays employees on a "total compensation" basis. This means that the Firm's pay practices are designed to acknowledge contributions on an aggregate basis. Total compensation includes basic salary and other elements of fixed pay, and gross bonus, including conditional equity awards granted through the Lehman Brothers Equity Award Program and/or other Firm-sponsored programs. Salaries and bonuses are reviewed on an annual basis to ensure consistency within the Firm and with our competitors.

Your basic salary and entitlement to any other payments or awards are as stated in your offer letter. All compensation will be payable in accordance with the relevant statutes of state and central authorities."

The Compensation History for 2006 and 2007 documents the basis for my calculation. The calculation is based on a bonus payout of 100,000 USD for the year 2008 accrued 266 days.

In addition I am including the copy of the Omnibus objection served.

Regards, Seth Kouhen

Seth L. Konheim

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| Summary _ | Calculations Y | | | <u> </u> | | | | 0.00 |
|-----------------------------|-----------------|-------|-------------------|--------------|-----------------|-------------|--|------|
| Konheim,Seth I | | | ID: | ID: 10014394 | | :Americas | Unit: | OPS |
| Hire Dt: 07/1 | 7/1995 Term Dt: | | DeptID: | 60754 Gvrnmt | Mid Office Prop | Trading | Prod G | irp: |
| | | | | | Find View All | Firet 4 | 2 of 13 Last | Ì |
| Vanu | Colomi | Stock | Ind Paid | By Quote C | • | aid Total C | | |
| Year | Salary | | | - , | | | • | |
| 2007 B VP TC or Bonus Entry | | VP | DOM USI | | 209,999.98 USD | | -30 COD | |
| Amoun | • | Cu | rrency Code: | Tota | al Comp or Bon | us: | New York | |
| Quote Currency Summary | | | USD Summary | , | Taxable Gros | s (USD) | | |
| Annual Base: | 130,000.00 | USD | Annual Base: | 130,000.00 | Bonus Before | e Xfers: | 80,000.00 | |
| Paid Base: | 129,999.98 | USD | Paid Base: | 129,999.98 | Departmenta | is in: | and the same of th | |
| Commissions | : | | Commissions | : | Journals In: | | | |
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| OT/Shift: | | | OT/Shift: | | Supplementa | l Pymnt: | 4 | |
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| | | | | | RSU/CSA Av | vards: (| 10,350.00) | |
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| | | | Supplmnt In: | | Deductions: | | | |
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Summary | Calculations | Balances | Transfers

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|-----------------|----------------|--------|--|-------------|-------------------------------|--|
| Konheim,Seth L. | | | | 014394 | Region: Americas | Unit: OPS |
| Hire Dt: 07/17 | /1995 Term Dt: | | DeptID: 60754 Gvrnmt | | Mid Office Prop Trading | Prod Grp: |
| , | | | | | Find View All First | 3 of 13 Last |
| Year | Salary | Stock | Ind Paid By | | | |
| 2006 | В | VP DON | | • | | · · |
| TC or Bonus E | | ** | | | | A CONTRACTOR OF THE PROPERTY O |
| Amount | type: | Cu | irrency Code: | Tota | l Comp or Bonus: | an Library |
| Quote Currenc | y Summary | | USD Summary | | Taxable Gross (USD) | |
| Annual Base: | 120,000.00 | USD | Annual Base: | 120,000.00 | Bonus Before Xfers: | 90,000.00 |
| Paid Base: | 119,999.90 | USD | Paid Base: | 119,999.90 | Departmentals In: | |
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| Bonus: | 90,000.00 | USD | Bonus: | 90,000.00 | Departmentals Out: | |
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| OT/Shift: | | | OT/Shift: | | Supplemental Pymnt: | |
| TC Paid Base: | 209,999.90 | USD | TC Paid Base: | 209,999.90 | Supplemental In: | |
| TC Annual | 210,000.00 | USD | TC Annual | 210,000.00 | Supplemental Out: | |
| Base: | | | Base: | , | Advances: (|) |
| | | | | | RSU/CSA Awards: (| 10,349.99) |
| | | | Supplmnt | | Stock Options: (|) |
| | Pmn | | Pmnt: | | Payroll (|) |
| | | | Supplmnt In: | | Deductions: Taxable Gross: | 79,650.01 |
| | | | Andrews of the contract of the | | J Laxable Gloss. | 79,000.01 |

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Summary | Calculations | Balances | Transfers

Terms and Senditions of Employment filed 12/07/10 Entered 12/22/10 14:41:36 Main Document Pa 5 of 6

Welcome Note About the Guide Keyword List Terms and Conditions Behaviour at Work Compliance Technology Security leath Weliness Leave Housing Insurance & Relirals Carear Development Learning Awards Culture

Life () Letiman Benefits Life Relance Finances Learning and Development Mobility Workplace

Terms and Conditions of Employment

Basic Terms & Conditions Equal Employment Opportunity Sexual Harassment Relationships at Work

Applicable Terms and Conditions

- Hours of Work Compensation
- Notice Periods

Hours of Work

The regular scheduled work week is Monday to Friday. Normally, a work week is 45 hours excluding authorized time off.

Due to the nature of the Firm's business, your manager and you may need to change your hours and days of work and you are expected to work such additional altered hours as necessary to meet business requirements and to fulfil the duties and responsibilities of your role.

Compensation

Lemman Brothers is committed to attracting and relaining the best talent. To this end, the Firm pays employees on a "total compensation" basis. This means that the Firm's pay practices are designed to acknowledge contributions on an aggregate basis. Total compensation includes basic salary and other elements of fixed pay, and gross bonus, including conditional equity awards granted through the Lehman Brothers Equity Award Program and/or other Firm-sponsored programs. Salaries and benuses are reviewed on an annual basis to ensure consistency within the Firm and with our competitors.

Your basic salary and entitlement to any other payments or awards are as stated in your offer letter. All compensation will be payable in accordance with the relevant statutes of state and central authorities.

Deductions from Pay

The Firm will be entitled to make deductions from any remuneration accrued and due to an employee under the offer letter, or from any other sums due to the employee from the Firm. Such deductions could be including, but not restricted to, those due as a result of

- · an overpayment of remuneration,
- · expenses incurred by the Firm on the employee,
- Other payment in excess of contractual entitlement (whether or not actually paid during the continuance of employment or from any pay in fleu of notice), as stated below.
- Non-return/ damage of any assets (including a corporate credit card) allocated to the employee during the course of employment.

Notice Periods

Lehman Brothers believes that the Firm, our employees, and our clients all benefit from the advance notice of an employee's separation from the Firm. Advance notice allows for the smooth transition of job responsibilities and of client and other business relationships.

If you resign your position at the Firm, you are required to provide a written notice of resignation, to be submitted to your manager and Human Resources staff at the most 60 calendar days prior to the day on which you would like your resignation to be effective (as per your notice period) or a payment in fleu of notice period as applicable. This notice period will apply unless you are required to provide a longer period of notice under any applicable policy or agreement with the Firm.

If you are asked to leave by the Firm, the Firm will provide you a notice as per your notice period, prior to your separation date, or a payment in lieu of notice period as applicable, unless your termination by the Firm is with "cause".

For resignation from service, the period of notice that employees are required to provide to the Firm is:

VP and above

60 days

Below VP

30 days

Violations of this policy may result in disciplinary action up to and including the involuntary termination of your employment, without notice pay, and may affect your eligibility to receive any outstanding equity awards, whether vested or unvested.

You may be required to serve the notice period in active service or as garden leave (fully paid cool-off from work and exclusion from Firm premises). During this period you must neither divulge/ make accessible any Firm or client-related information to any party outside the Firm nor solicit away from the Firm any clients. For more details regarding confidential information, exclusivity, termination and payments in lieu of notice periods, please contact HR.

Quick Links

Si Cessor House

- Guide to Working at Lehman Brothers
- Guide to Employee Services
 India Holidays Ceejay House
- Income Tax Exemption Forms 2007-08
- · Life @ Lehman FAQ

Print Versions

- The Guide to Working at Lehman Brothers - Ceejay House
- The Guide to Émployee Services -Ceeiay House

Ceejay House HR Team

For questions regarding HR policies, procedures and employee benefits, you may contact your generalists.

- Head HR Ceejay House
- **⊞IBD & IMD**
- Corporate
- HR Coordinator

08-13555-mg Doc 13619 Filed 12/07/10 Entered 12/22/10 14:41:36 Main Document Pg 6 of 6

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al.,

08-13555 (JMP)

Debtors.

(Jointly Administered)

LBH OMNI64 11-03-2010 (MERGE2,TXNUM2) 4000064202 MAIL ID *** 000037055433 *** BSIUSE: 12

KONEHEIM, SETH L. 10 LYNDALE PARK WESTPORT, CT 06980-1228

THIS IS A NOTICE REGARDING YOUR CLAIM(S). YOU MUST READ IT AND TAKE ACTION IF YOU DISAGREE WITH THE OBJECTION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE OBJECTION, PLEASE CONTACT DEBTORS' COUNSEL, CASEY BURTON, ESQ., AT 214-746-7700.

NOTICE OF HEARING ON DEBTORS' SIXTY-FOURTH OMNIBUS OBJECTION TO CLAIMS (NO SUPPORTING DOCUMENTATION CLAIMS)

| CL | AIM TO BE DISALLOWED & EXP | UNGED | |
|--------------------------------------|----------------------------|--|--|
| Creditor Name and Address: | Claim Number: | 17411 | |
| KONEHEIM, SETH L. 10 LYNDALE PARK | Date Filed: | 9/18/2009 | |
| WESTPORT, CT 069801228 | Debtor: | No Case | |
| | Classification and Amount: | PRIORITY: \$ 10,950.00 UNSECURED: \$ 59,050.00 TOTAL: \$ 70,000.00 | |

PLEASE TAKE NOTICE that, on November 3, 2010, Lehman Brothers Holdings Inc. and certain of its affiliates (collectively, the "<u>Debtors</u>") filed their Sixty-Fourth Omnibus Objection to Claims (No Supporting Documentation Claims) (the "<u>Objection</u>") with the United States Bankruptcy Court for the Southern District of New York (the "<u>Bankruptcy Court</u>").

The Objection requests that the Bankruptcy Court expunge, reduce, reclassify, and/or disallow your claim listed above under CLAIM TO BE DISALLOWED & EXPUNGED on the ground that said claim violates the Bankruptcy Court's July 2, 2009 order setting forth the procedures and deadlines for filing proofs of claim in these chapter 11 cases (the "Bar Date Order") [Docket No. 4271], as it does not include supporting documentation or an explanation as to why such documentation is unavailable. Any claim that the Bankruptcy Court expunges and disallows will be treated as if it had not been filed and you will not be entitled to any distribution on account thereof.

If you do NOT oppose the disallowance, expungement, reduction or reclassification of your claim listed above under CLAIM TO BE DISALLOWED & EXPUNGED, then you do NOT need to file a written response to the Objection and you do NOT need to appear at the hearing.

If you DO oppose the disallowance, expungement, reduction or reclassification of your claim listed above under CLAIM TO BE DISALLOWED & EXPUNGED, then you MUST file with the Court and serve on the parties listed below a written response to the Objection that is received on or before 4:00 p.m. Prevailing Eastern Time on December 6, 2010 (the "Response Deadline").

A list of the Debtors, along with the last four digits of each Debtor's federal tax identification number, is available on the Debtors' website at http://www.lehman-docket.com.